



3. The Commercial Property Coverage Policy (hereafter, “the policy”) sets forth its coverages, terms, and conditions which provide in pertinent part as follows:

“A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

- a. Building, meaning the building or structure described in the Declarations, including:  
(1) Completed additions; . . .”

4. Defendant TR has sought payment for alleged losses which are not covered under the policy. It is claiming losses in excess of \$600,000.00. Plaintiff NIC disputed the same and has raised the lack of coverage defense.

5. The Defendant TR had improperly filed a case in State Court in Summit County, Ohio, requesting the appointment of an appraiser, which the Judge dismissed as being improvidently filed. (See copy of Dismissal Order attached as Exhibit B herewith.)

6. NIC brings this action pursuant to 28 U.S.C. §2201 to obtain this Court’s declaration and determination of the rights and obligations of Plaintiff and Defendant TR under the policy. A real and justiciable controversy exists as the extent of coverage herein.

7. Defendants St. Matthew’s Church and Panning Leasing Services, LLC were listed as mortgage holders in the policy. As such, they may claim an interest in the property. They are citizens of Ohio.

8. St. Matthew's Church and Panning Leasing Services, LLC are joined as Defendants herein so that this Court's determination of coverage will apply to and be binding upon them as well as upon Defendant TR.

9. The Plaintiff NIC says that some, if not most, of the alleged losses asserted by Defendant TR are not covered by the policy and are excluded from coverage as not being caused by the occurrence alleged by Defendant TR.

10. Defendant TR's claims must be limited to a request for covered losses only, for which an estimate was written, as the policy provides.

WHEREFORE, Plaintiff demands that the Court issue its declaratory judgment indicating that NIC is not obligated to indemnify TR against any non-covered claims, damages or losses as asserted by TR.

Plaintiff also requests that it may have such other and further relief as to which it may be entitled and that it may recover its costs expended herein.

Respectfully submitted,

/s/ Gerald P. Duff  
Gerald P. Duff, Esq. of the firm  
FREGIATO, MYSER & DAVIES  
320 Howard Street  
Bridgeport, OH 43912  
Atty. Reg. No. 0016394  
Telephone: (740) 635-0162  
Telefax: (740) 635-1601  
Email: Gerry\_Duff@comcast.net  
Attorney for Plaintiff Nautilus Insurance Company